

RETURN TO:
CHICAGO TITLE INSURANCE CO.
6060 POPLAR AVE-SUITE LL37
MEMPHIS, TN 38119-0916

3291560

901-786-6012

PREPARED BY and RETURN TO:

Dudley Bridgforth, Esq.
Bridgforth & Buntin
5293 Getwell Road
Southaven, MS 38672
Telephone: (662) 393-4450
MS Bar No. 4547

AGREEMENT TO CONVEY EASEMENTS

THIS AGREEMENT TO CONVEY EASEMENTS ("**Agreement**") is made by and between METRO INVESTMENT COMPANY, a Tennessee general partnership, of 100 Peabody Place, Suite 1400, Memphis, Tennessee 38103 ("**Metro**"), and MAHLE CLEVITE INC., a Delaware corporation, of 7670 Hacks Cross Road, Olive Branch, Mississippi 38654 ("**Mahle**"), as of December 28, 2010 based on the following facts:

RECITALS:

A. On September 29, 2010, Metro, as seller, and Mahle, as purchaser, entered into a Real Estate Sales Contract for the purchase and sale of the real estate legally described on **Exhibit A** to this Agreement (the "**Property**").

B. Pursuant to a warranty deed dated October 24, 1988, recorded as Deed of Record at Book 209, Page 239, in the Office of the Chancery Court Clerk, DeSoto County, Mississippi, a copy of which is attached to this Agreement as **Exhibit B**, Metro reserved unto itself various easement rights (collectively, the "**Easements**"), including without limitation, a fifteen foot (15') utility easement running north-south adjacent to and west of the western line of the Property as depicted on the survey prepared by the Pickering Firm, Inc. dated 10/27/2010 and revised 11/4/2010, Project # 23566.01, a copy of which is attached to this Agreement as **Exhibit C**.

C. Subsequent to October 24, 1988, Metro sold, transferred, conveyed or assigned all of its right, title and interest in the Easements to the City of Olive Branch (the "**Transfer**"). No document was recorded in the Office of the Chancery Court Clerk, DeSoto County, Mississippi to evidence the Transfer. As of the date of this Agreement, Metro has been unable to ascertain

the date of the Transfer or to locate any recorded or unrecorded document evidencing the Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Metro and Mahle agree as follows:

1. At the request of Mahle, Metro shall transfer to the City of Olive Branch all of Metro's right, title and interest in and to the Easements pursuant to agreement(s) and/or deed(s), for no additional consideration, in recordable form and otherwise acceptable to Mahle.

2. Metro covenants, represents and warrants to Mahle that Metro has not sold, transferred, conveyed, assigned or encumbered its interest in the Easements to any party other than the City of Olive Branch and Metro will not sell, transfer, convey, assign or encumber its interest in the Easements to any party other than the City of Olive Branch.

3. In the event that Metro fails to promptly execute the transfer documents described in Paragraph 1 above, Metro names, constitutes, and appoints Mahle, with full power of substitution, as Metro's true and lawful attorney-in-fact, to execute such transfer documents to transfer all of Metro's right, title and interest in the Easements to the City of Olive Branch. This power is irrevocable.

4. This Agreement may not be amended, altered or modified except by means of a writing signed by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

5. The representations, warranties and agreements set forth in this Agreement shall survive the date of closing for the sale of the Property to Mahle.

6. This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES TO FOLLOW.]

Metro and Mahle have signed this Agreement to Convey Easements as of the date set forth above.

METRO INVESTMENT COMPANY, a
Tennessee general partnership

By: BICO Associates GP, its Managing
Partner

By: RONAB, LLC, its Managing Partner

By: Ronald A. Belz
Ronald A. Belz, Managing Member

**STATE OF TENNESSEE
COUNTY OF SHELBY**

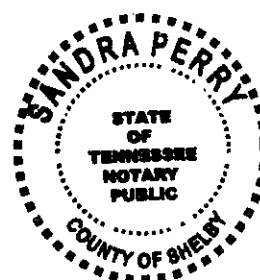
Before me, a Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ., MANAGING MEMBER of RONAB, LLC, a Tennessee limited liability company, a General Partner of BICO ASSOCIATES GP, a Tennessee general partnership, the Managing General Partner of METRO INVESTMENT COMPANY, with whom I am personally acquainted, and who, upon oath acknowledged that he is the MANAGING MEMBER of RONAB, LLC, a General Partner of BICO ASSOCIATES, the Managing General Partner of METRO INVESTMENT COMPANY, and that he as such MANAGING MEMBER executed the foregoing instrument for the purpose therein contained by signing the name of such partnerships by such limited liability company, as the managing general partner by himself as MANAGING MEMBER.

WITNESS my hand and Notarial seal, at office in Memphis, Tennessee, this, the 22nd
day of Dec., 2010.

Sandra Perry
Notary Public

MY COMMISSION EXPIRES 01/12/2013

My Commission Expires: _____



Metro

MAHLE CLEVITE INC., a Delaware corporation

By *Daniel J. Moody*
Daniel J. Moody, President
Mahle

STATE OF Michigan
COUNTY OF Wayne

Before me, a Notary Public of the State and County aforesaid, personally appeared DANIEL J. MOODY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the PRESIDENT of MAHLE CLEVITE INC., the within named bargainor, a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such VICE PRESIDENT.

WITNESS my hand and Notarial seal, at office this 22 day of December, 2010.

Rebecca A. Armstrong
Notary Public *Rebecca A. Armstrong*
My Commission Expires: 2-15-2015

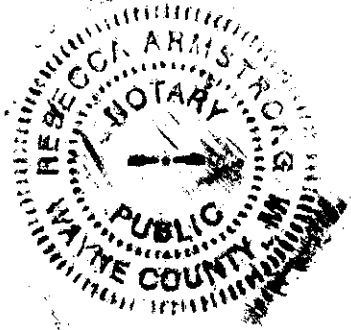


EXHIBIT A

Legal description of part of the Metro Investment Company property as recorded per Warranty Deed of record in Book 167, Page 630 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, being located in the northwest quarter of Section 25, Township 1 South, Range 6 west of the Chickasaw Meridian in DeSoto County, Mississippi, more particularly described as follows:

Beginning at a set iron pin in the south right-of-way line of Willow Ridge Drive (public paved road, R.O.W. varies, 30 feet south of centerline of right-of-way, 28.1' south of centerline as constructed), said point being 1551 feet more or less south and 1041.5 feet more or less east of the northwest corner of Section 25, Township 1 South, Range 6 West of the Chickasaw Meridian and being further located North 89 degrees 31 minutes 04 seconds East - 947.85 feet from a found ½" rebar on the end of a 40 foot property line radius and 987.86 feet from the tangent intersection of the south right-of-way line of Willow Ridge Drive and the east right-of-way of Hacks Cross Road (public paved road, right-of-way varies, 40 feet from centerline) as measured along the south right-of-way of Willow Ridge Drive and being further located at Mississippi State Plane Coordinates (NAD 83-West Region) of 1991372.33 feet North and 2458838.16 feet East and being the northeast corner of the Lexington Olive Branch, LLC property as recorded per Special Warranty Deed in Book 488, Page 216;

Thence North 89 degrees 31 minutes 04 seconds East along the south right-of-way of Willow Ridge Drive and leaving said south right-of-way where it curves to the left at 145.16' and continuing along the eastward extension thereof, a total distance of 223.00 feet to a set ½" rebar; thence South 00 degrees 34 minutes 27 seconds East - 750.00 feet and parallel to the east line of the Lexington Olive Branch, LLC property to set iron pin on the eastward extension of the south line of the said Lexington Olive Branch, LLC property in the north line of the Woods DeSoto II, LLC property as recorded in Deed Book 516, Page 622; thence South 89 degrees 31 minutes 04 seconds West - 223.00 feet along the north line of the Woods Desoto II, LLC property to a found ½" rebar on the southeast corner of the Lexington Olive Branch, LLC property; thence North 00 degrees 34 minutes 27 seconds west - 750.00 feet along the east line of the Lexington Olive Branch, LLC property to the point of beginning.

EXHIBIT B

Easements

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said real estate is free of all liens and mortgages except for those set forth below; and Grantor does hereby covenant that it will forever warrant and defend the title to said real estate against the lawful claims of all persons whosoever.

The warranty in this deed is subject to:

1. Taxes for the year 1988, to be paid by Grantor prior to delinquency;
2. The reservation of easements as provided hereinabove and as shown on survey of Reaves & Sweeney, Inc. dated October 4, 1988, including a five (5) foot utility easement along the south boundary of the property, a ten (10) foot utility easement along the west and north property lines and a fifteen (15) foot utility easement along the east property line.

The conveyance of the property herein is further subject to the Covenants, Conditions and Restrictions set forth hereinbelow, which Covenants, Conditions and Restrictions shall be an encumbrance and restrictive covenant binding the herein conveyed property and shall run with said property and be binding upon Grantee, its successors, and assigns, to wit:

I. PRIMARY INTENDED USE. This site in Metro Industrial Park shall be used for heavy and light industrial manufacturing, warehousing or distribution purposes only and retail sales of merchandise or services shall not be permitted except for the retail sale by an owner or lessee of products manufactured therein. In particular, but not in limitation of the foregoing, no restaurant, motel, gasoline service station, aviation fuel products sales, aircraft sales usage or any other retail sales activity, will be permitted except at such location as Metro Industrial Park Ltd., its successors or assigns, in the exercise of its sole discretion shall first approve in writing.

II. PROHIBITED USES. No land or building shall be used or occupied which does not conform to the performance standards of Section IV. In addition, the following uses are specifically prohibited:

- A. Residential Construction
- B. Commercial Incineration
- C. Junk Yards
- D. Rubbish, Garbage or Trash Dumps
- E. Outside Storage unless in conformance with Section III #E

III. REQUIRED CONDITIONS. Any buildings or uses permitted in the Industrial District shall comply with the following conditions:

A. SETBACKS. No building shall be located within 75 feet of Bethel Road (Hacks Cross Road) nor within 50 feet of any other interior or exterior road or street, nor within 40 feet of any side property line, nor within 30 feet of any rear property line.

B. ACCESSORY BUILDINGS. Accessory buildings shall be located at least 25 feet from a principal building.

C. MINIMUM LOT WIDTH. Each lot shall have a minimum lot width of 300 feet measured along the required front street setback line.

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D. MAXIMUM BUILDING COVERAGE. The total floor area of all buildings shall not exceed 1/2 of the total lot area.

E. STORAGE. All materials and equipment shall be stored in completely enclosed buildings or screened appropriately from view of access streets and adjacent properties.

This may be accomplished by employing:

1. Berming, not less than four (4) feet or more than eight (8) feet.
2. A solid metal fence, not more than eight (8) feet high, built to blend in with the existing building in color and design.
3. Any of the techniques listed in Section III (I) (6).

F. LANDSCAPING. Owner or lessee shall landscape that portion of his property between building or buildings and the curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the property at his own expense. Each owner or lessee in Metro Industrial Park shall maintain his landscaping in a safe, clean and attractive condition. Should Metro Industrial Park Ltd., its successors or assigns, find any owner or lessee negligent in this regard, it may give notice of the fact to the offending party. Within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give Metro Industrial Park Ltd., its successors or assigns a right to enter the offending premises and undertake necessary maintenance at the expense of the owner or lessee thereof. Failure to reimburse Metro Industrial Park Ltd., its successors or assigns, for these services within thirty (30) days after billing shall create a lien against the property in question.

G. TREES. Owners and lessees in Section "B" Phase II, Metro Industrial Park shall exert their best efforts to preserve the natural beauty of their respective properties and, in this regard, shall not needlessly destroy or remove live trees, other than those in an area earmarked for construction. Each improperly destroyed tree shall be replaced by an identical planting with a minimum diameter of six (6) inches measured at a distance of three (3) feet above the ground.

H. HEIGHT. Prior to construction or alteration of any structure in Metro Industrial Park, the owner or lessee involved shall file with the Chief, Airports Branch, Federal Aviation Agency, Atlanta, Georgia, FAA form number 7460-1 entitled "Notice of Proposed Construction or Alteration", or its equivalent and shall obtain from said Agency approval of or notice of absence of jurisdiction over the contemplated construction.

I. OFF-STREET PARKING.

1. No parking or loading shall be permitted on any street or road, either public or private, or at any other place than the paved parking or loading areas provided in accordance with the following, and each owner shall be responsible for compliance by its employees and visitors.

2. LOCATION. Off-street parking areas shall be located at least twenty-five (25) feet from a public street and at least five (5) feet from a building or property line. However, no more than fifty percent (50%) of the required front yard may be used for parking.

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3. PAVING. All driveways and parking areas shall be constructed with a hard surfaced pavement and shall include adequate drainage facilities to dispose of all storm water.

4. OFF-STREET PARKING. Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

5. LIGHTING. Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets and residential districts.

6. PARKING AREAS. Areas utilized for parking must be screened, modulated or interrupted from the view of access streets and adjacent properties. This may be accomplished by employing one or all of the following techniques, but any single technique, or combination, must not obstruct the vision within twenty (20) feet of an intersecting street, driveway or roadway:

(a) LINEAL MASSES OF SHRUBS. This method requires use of shrubs that will achieve a height of from four (4) to six (6) feet within three (3) years. Minimum size of five (5) gallons required.

(b) LINEAL OR GROUPED MASSES OR MAJOR SCALE TREES. This method requires use of trees that shall ultimately provide foliage that is visible above the roof line from within the total site.

(c) LINEAL OR GROUPED MASSES OF SMALLER SCALE TREES. This method requires use of trees that shall ultimately provide foliage or shade patterns on either horizontal or vertical planes.

(d) PARKING LOT TREES. Trees equal in number to one (1) per each twenty-five (25) parking stalls may be provided in all parking areas. Minimum size: not less than three (3) inches in diameter measured two (2) feet above ground.

(e) BERMING. This method requires berming to an elevation of not less than four (4) feet nor more than six (6) feet on all sides exposed to streets or other properties. Said berm to be planted in grass.

J. LOADING AND UNLOADING. For each industry at least one loading and unloading space shall be provided. Loading and unloading space shall be located in other than the front yard, or adequately screened by one of the techniques or combination of techniques described in Section III (I) (6).

K. CONSTRUCTION AND APPEARANCE. All buildings constructed in Metro Industrial Park, shall conform to the standards specified in the National Electric Code and the Southern Standard Building and Plumbing Codes or their successors or enforced by DeSoto County, Mississippi and to the health and zoning regulations of said DeSoto County or State of Mississippi.

1. No building shall be constructed with wooden

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frames.

2. All walls shall be of masonry construction or of such other materials as may be considered by Metro Industrial Park Ltd., its successors and assigns, to be equal to or better than masonry in strength, fire resistance, durability and appearance. Front walls and one-third of the side-wall nearest the front wall, the side-wall to be divided into thirds vertically, shall be finished with face brick or such other materials, which in the opinion of Metro Industrial Park Ltd., its successors and assigns, is equal to or better than face brick in strength, fire resistance, appearance and durability. Buildings considered on corner lots shall be considered to have two fronts. When walls other than front walls, as described above, are constructed of lightweight aggregate or concrete blocks, unless such walls are finished in stucco, gunite, or equivalent, the joints shall be rubbed down and covered sufficiently with standard waterproofing paint.

L. UTILITY EASEMENTS.

1. All utility easements as dedicated on the face of the plat shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

2. Any inactive easements may be disregarded for building purposes when two (2) or more lots are purchased.

M. DITCH MAINTENANCE. Each owner or lessee in Section "B" Phase II, Metro Industrial Park shall maintain any drainage ditch which abuts or traverses his property. The word "maintain" is defined to mean the control of vegetation and soil erosion. Where a drainage ditch coincides with a property line, the abutting owners or lessees shall share equally in the cost of ditch maintenance. If Metro Industrial Park Ltd., its successors or assigns, should find any owner or lessee to be negligent in the duty imposed in this paragraph, it may give notice of the fact to the offending party. Within ten (10) days of the receipt of notice, the party shall initiate corrective measures. Disregard of notice shall confer upon Metro Industrial Park Ltd., its successors or assigns, the right to enter the offending premises and undertake necessary maintenance at the expense of the owner or lessee thereof. Failure to reimburse Metro Industrial Park Ltd. its successors or assigns, for these services within thirty (30) days after billing shall result in the creation of a lien against the property in question.

N. CHARGES FOR STREET LIGHTING. Each owner or lessee in Metro Industrial Park agrees to pay to Metro Industrial Park Ltd. his pro rata share of the expense of maintaining the street lighting system which includes, but is not limited to, poles, bulbs, casings, wiring and transformers. Metro Industrial Park Ltd. shall bill each owner or lessee for his share of both the utility charge and the maintenance expense of the street lighting system. Failure to reimburse Metro Industrial Park Ltd., its successors or assigns, for these services and charges within thirty (30) days after billing shall result in the creation of a lien against the property in question. The determination of the pro rata share of each owner or lessee shall be made on the basis of street front footage improved with street lighting. Metro Industrial Park Ltd. shall pay its own share of utility charges and expenses of maintaining the street lighting system on any real estate owned by Metro Industrial Park.

IV. PERFORMANCE STANDARDS. All of the following minimum stan-

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dards must be complied with:

A. FIRE AND EXPLOSION HAZARD. All activities shall be carried on only in structures which conform to the standards of the National Board of Fire Underwriters concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.

B. RADIOACTIVITY. All activities located within this zone shall comply with Title 10, Chapter 1, Part 20, Code of Federal Regulations, "Standards for Protection Against Radiation."

C. SMOKE, FUMES, GASES, DUST, ODORS. There shall be no excessive emission of any smoke, fumes, gas, dust or odors. The use of any other atmospheric pollutant which is detectable to the human senses at the boundaries of the lot occupied by such use is prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval or acceptance of Metro Industrial Park Ltd.

D. VIBRATION. There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such use is conducted.

E. NOISE. There shall be no operational industrial noise measured from any point on the property line of the lot on which the industrial operation is located which shall exceed the values given in the following table in any octave band of frequency. The sound pressure level shall be measured with a Sound Level Analyzer that conforms to specifications published by the "American Standard Sound Level Meters for Measurements of Noise and Other Sounds" Z24.3-1944, American Standards Association, Inc., New York, New York and "American Standards Specifications for an Octave Band Filter Set for the Analysis of Noise and Other Sounds" Z24-10-1953, American Standards Association, Inc., New York, New York.

Frequency Band in Cycles per Second	Sound Pressure Level Decibels
0 - 75	65
75 - 150	50
150 - 300	44
300 - 600	38
600 - 1200	35
1200 - 2400	32
2400 - 4800	29
above 4800	26

F. LIQUID OR SOLID WASTES. The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the DeSoto County and Mississippi State Health Departments. More specifically, all sanitary and process liquid waste must be discharged into the sanitary sewer system. The volume, quality and strength of all liquid waste shall be discharged into the sewer in strict accordance with the regulations of the Metro DeSoto Utility Company.

G. SITE DRAINAGE. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. Such culverts, etc., shall provide the minimum waterway opening and shall be at the proper gradient as established in the Area Development Plans as furnished by Metro Industrial Park. No rain and storm water run-off or such drainage as roof water, street pavement and surface water caused by natural precipitation or ground water from footing or foundation drains or other sub-surface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system. No sanitary sewage

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shall at any time be discharged or permitted to flow into the above mentioned storm water, surface and sub-surface sewer system.

V. SIGNS. Signs are permitted in this district as hereinafter regulated, provided that no sign shall be permitted which is not accessory to the business conducted on the property, and then only if the following requirements are complied with:

A. Each separate lot may have one free-standing identification sign which is accessory to the business conducted on the premises. Any free-standing identification sign as permitted by this Section must meet all of the following requirements:

1. The height shall not exceed ten (10) feet.
2. No free-standing identification sign shall be nearer than five (5) feet from any abutting street right-of-way or property line.
3. The area of the sign shall not exceed sixty (60) square feet, including background.
4. In the event there is more than one tenant in the business building, each tenant is entitled to one (1) identification sign attached to one (1) free-standing structure. One (1) structure will be allowed for each four (4) tenants in the building. However, each such identification sign shall be of uniform dimensions (1'6" x 8') and lettering (Helvetica style).
5. Where a developed parcel has in excess of three hundred (300) feet of street frontage, one (1) additional free-standing sign may be erected for each additional three hundred (300) feet of street frontage in excess of the first three hundred (300) feet of street frontage abutting the developed portion of said parcel.
6. Where a developed parcel is permitted to have more than one (1) free-standing sign under these regulations, the distance between said free-standing sign on each parcel shall be not less than three hundred (300) feet.
7. Where a premises fronts on more than one public right-of-way, or street, excluding alleys and serviceways, the provisions of paragraph (5) of this Section shall apply to each frontage.

B. One wall or facia sign is permitted, indicating only the name and nature of the occupancy, for each occupancy within the developed parcel. Said sign shall not exceed a total area of three (3) square feet of copy of each linear foot of building occupancy or that area of copy permitted in Section V (c), whichever is lesser. If such occupancy is on a corner, one wall sign will be permitted for each face.

C. Area limits, wall signs--in all cases, all sign areas refer to the area of copy rather than the area of the background.

1. The frontage factor is relative to each tenant's building frontage facing on each public right-of-way, excluding alleys and serviceways.
2. Premises fronting on more than one public right-of-way may not combine permissible signs for one frontage with another frontage for the purpose of placing the combined area of the signs of one frontage.

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3. Any identification wall signs with non-illuminated letters up to but not exceeding three (3) inches in height nor four (4) square feet in area are not restricted and may be permitted in addition to regulated signage.

D. No sign shall be lighted by means of flashing or intermittent illumination.

E. In Metro Industrial Park, on a corner lot, within the triangular area formed by the center lines of streets and a line drawn between points on the center lines of each street at a distance of ninety (90) feet from the center line of the intersection, there shall be no sign or obstruction of vision in excess of three and a half (3 1/2) feet in height above the center lines of the pavements at these points.

VI. SITE PLAN APPROVAL. Prior to construction or alteration of any building or improvement on a building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to Metro Industrial Park, or its nominee, and written approval of such plan by Metro Industrial Park, or its nominee, shall be proof of compliance with these restrictions; provided however, that if Metro Industrial Park fails to approve or disapprove such plans and specifications within thirty (30) days after such plans have been submitted to it, such approval shall not be required. Site plans shall contain the following information:

A. The site plans shall be drawn to a scale not greater than one-inch equals fifty (50) feet and shall show the following:

1. All lot line dimensions.
2. Building setback, side line and rear yard distances.
3. Location of all proposed buildings.
4. Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and areas.
5. Location and description of all proposed signs.
6. Type of surface paving and curbing.
7. Storm drainage facilities and means of disposal of storm water.
8. All landscaping, fences, walls, or similar facilities to be provided.
9. The location of all structures within three hundred (300) feet of the property.
10. The specific types of material to be used in construction.

B. If the site plan is rejected by Metro Industrial Park, or its nominee, the applicant shall remedy any and all elements in the plan prior to further consideration.

VII. RE-SUBDIVIDING PROHIBITED. All lots in Metro Industrial Park shall be described as M-2 zoned lots except as otherwise specified and are not to be re-subdivided into smaller lots. However, whole lots may be combined with adjacent lots to form a larger lot. The remaining fractional lot may be considered a whole lot if Metro Industrial Park, Ltd. determines that the fractional lot still meets

all standards of DeSoto County regulations. If not, it must be combined with the adjacent whole lot.

VIII. RECAPTURE. If, after the expiration of one (1) year from the date of execution of a sales contract agreement on any part, parcel, tract, tracts or lot within Metro Industrial Park, any purchaser shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts or lot, Metro Industrial Park Ltd. retains the option to refund the purchase price and enter into possession of the land. At any time, Metro Industrial Park Ltd., its successors or assigns, may extend in writing the time in which such building may be begun.

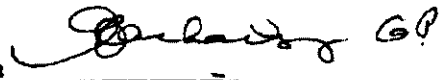
IX. RESALE RIGHTS. Each owner of property subject to these restrictions agrees that if it receives a bona fide offer to buy any unimproved property located within this Metro Industrial Park, that it will, before consummating such sale, present to Metro Industrial Park, in affidavit form, the terms and conditions of such proposed sale; and Metro Industrial Park reserves the right to purchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer made to the purchaser by any third party.

X. TERMINATION. All conditions, limitations and easements herein, shall terminate and be of no further force or effect on January 1, 2010, provided that at any time the owners of a majority of the acreage in said Metro Industrial Park, exclusive of roadways, may by written declaration signed by them and recorded in the Deed Records of DeSoto County, Mississippi, alter, amend, or extend such restrictions, conditions and covenants and the right to so alter, amend or extend shall exist as long as the owners of a majority of the acreage, exclusive of roadways, in said Metro Industrial Park, desire. The mere lapse of time shall not affect or alter the application of this Section.

XI. ENFORCEMENT AND INVALIDATION. Metro Industrial Park Ltd., its successors or assigns or any of its grantees or lessees in Metro Industrial Park, may enforce these covenants by injunctive process or may utilize any other available legal remedy in these premises. Invalidation of any of these protective covenants by legal process in no way affects any of the other covenants which shall remain in full force and effect.

WITNESS THE SIGNATURE of the authorized official of the Grantor this 24th day of October, 1988.

METRO INVESTMENT COMPANY

BY: 
 Jack A. Belz, General Partner
 BICO Associates (Managing General Partner)
 Partner of Metro Investment Company

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STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Jack A. Belz, who is the General Partner of BICO Associates (a Tennessee limited partnership) the Managing General Partner of Metro Investment Company the above named partnership, who acknowledged that for and on behalf of said partnership, he signed, sealed and delivered the above and foregoing Warranty Deed on the date and year therein written as the act and deed of said partnership, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND and Official Seal of office this the 24th day of October, 1988.


Notary Public

My Commission Expires:

ON COMMISSION EXPIRES SEPTEMBER 11, 1993



Grantor's Address: P.O. Box 171199, Memphis, TN 38187-1199;
767-4780

Grantee's Address: 1672 N. Shelby Oaks Dr., Memphis, TN 38134; 382-2462

Filed @ 1:15 10/26/88: 198.2
Recorded in Book 482 page 217
W. E. Davis, Chancery Clerk

EXHIBIT C

Survey

